

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

MALINI KUMAR,

Plaintiff,

-against-

QANTAS AIRWAYS LIMITED ,

Defendant.
-----X

2:16-cv-07191 (SJF)(GRB)

AMENDED
VERIFIED
COMPLAINT

Plaintiff requests
a jury trial

Plaintiff, by her attorneys, Hecht & Hecht, LLP, complaining of the defendant, alleges upon information and belief, as follows:

1. At all times hereinafter mentioned, the plaintiff MALINI KUMAR was and still is a resident of the State of New York, Nassau County.
2. At all times hereinafter mentioned, the defendant QANTAS AIRWAYS LIMITED (hereinafter "QANTAS") was and still is a foreign corporation duly authorized to do business in and doing business in the State of New York.
3. That the defendant QANTAS maintains office(s) in the City, County and State of New York.
4. That on or about January 5, 2016 the defendant QANTAS was and still is a common carrier in the business of providing international air transportation.
5. That on about and prior to January 5, 2016, the plaintiff KUMAR held tickets issued by and/or behalf of QANTAS for round trip flights to Australia from New York.
6. That on or about January 5, 2016 plaintiff KUMAR was a ticketed passenger on QANTAS, flight 93 from Melbourne to Los Angeles, which was part of the aforementioned round trip travel.

7. That on or about January 5, 2016 during the flight operations of QANTAS flight 93, the plaintiff was caused to trip and fall due to improperly stowed and/or placed luggage of another passenger on the aircraft.

8. It was unexpected that said luggage would have been improperly stowed and/or placed at or about the area where the incident complained of occurred.

9. That the defendant was obligated to require that all luggage be properly stowed at the time of the happening of the incident, but failed to do so and was therefore in a better position to avoid the happening of the incident complained of than the plaintiff.

10. That the foregoing accident was an unusual event external to the plaintiff and an “accident” as defined by applicable law.

11. That as a result of said accident, the plaintiff was caused to suffer severe and permanent personal injuries.

12. That said accident complained of took place during the course of the plaintiff’s embarking, disembarking and/or flight operations for QANTAS international flight 93, on January 5, 2016.

13. That at the time of the accident and incident complained of, the defendant QANTAS owed a duty to the plaintiff.

14. That the defendant breached its duty owed to the plaintiff and said breach was the cause of the happening of the incident complained of.

15. That the incident complained of was caused by the recklessness, carelessness, negligence and/or willful misconduct of the defendant, its servants and/or agents.

16. As a result of the defendant’s recklessness, carelessness, negligence and/or willful misconduct and the happening of the “accident” complained of, the plaintiff suffered severe and

permanent personal physical injuries, was required to seek medical care and attention and will require such care and attention in the future; plaintiff has become disabled; incurred medical expenses and other related expenses and plaintiff has been otherwise damaged, all of which damages are permanent in nature and continuing into the future.

17. That the defendant is strictly liable the plaintiff for the full extent of plaintiff's damages. See, The Montreal Convention formerly known as the Convention for the Unification of Certain Rules Relating to International Carriage by Air, done at Montreal May 28, 1999.

18. That the defendant is liable to the plaintiff for the full amount of her damages due to the happening of the "accident" and its negligent and/or willful misconduct in causing the happening of the occurrence complained of, and that due to said negligence, there is no applicable limitation of damages in this case.

19. That the plaintiff was injured and/or damages as a result of the "accident" complained of as a result of the actions of the defendant, its servants, agents and/or employees and through no legal fault and/or contribution of the plaintiff.

20. That this claim falls within one or more of the exceptions set forth in CPLR § 1602.

21. By reason of the foregoing, plaintiff is entitled to recover from the defendant all of her applicable damages for the injuries she sustained, in an amount to be determined by a jury.

WHEREFORE, plaintiff demands judgment from the defendant, for all of her damages, as determined by a jury herein, together with the costs and disbursements of this action.

Dated: February 13, 2017
New York, New York

HECHT & HECHT LLP



By: Michael W. Hecht (MWH0087)

Attorneys for Plaintiff

MALINI KUMAR

225 Broadway, Suite 2912

New York, New York 10007

(212) 226-2400

To:

Bartholomew J. Banino, Esq.

CONDON & FORSYTHE LLP

Attorneys for Defendant

QANTAS AIRWAY LIMITED

7 Times Square

New York, New York 10036

(212) 490-9100

VERIFICATION

Michael W. Hecht, an attorney at law, sets forth the following under the penalty of perjury:

That he is a member of the firm Hecht & Hecht, LLP, attorneys for the Plaintiff, MALINI KUMAR; that he has read the foregoing AMENDED VERIFIED COMPLAINT and knows the contents thereof; and that the same is true to his information, knowledge and belief, based on information in his file and on communications had with Plaintiff except as to those matters alleged upon information and belief which he believes to be true.

That the reason this verification is made by Deponent and not by Plaintiff is that Plaintiff resides in a County other than where Deponent maintains his office.

Dated: February 13, 2017
New York, New York


MICHAEL W. HECHT

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AMENDED VERIFIED COMPLAINT

HECHT & HECHT, LLP

Attorneys for Plaintiff(s)

MALINI KUMAR

225 Broadway, Suite 2912
New York, New York 10007
(212) 226-2400

Service of a copy of the within

Dated:

is hereby admitted

Attorney(s) for

PLEASE TAKE NOTICE

NOTICE OF ENTRY

() that the within is a (certified) copy of a entered in the office of the clerk of
the within named Court on

NOTICE OF SETTLEMENT

() that an Order of which the within is a true copy will be presented for settlement to
the Hon. one of the judges of the within
named Court, at
on 19 , at M.

Dated:

Signature (Rule 130-1.1-a)

Michael W. Hecht